



I hereby certify that this correspondence is being filed by deposit with the United States Postal Service as first class mail in an envelope with sufficient postage and addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231 on the date indicated below.

Signed:

Peter K. Trzyna (Reg. No. 32,601)

Date: 18 April 2000

DAC  
0300/03A0

PATENT

Paper No.

File No. DOYLE-P99-1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventors : Mr. John C. Doyle  
Serial No. : 09/273,673  
Filed : March 22, 1999  
For : COMPUTER APPARATUS AND METHOD FOR TRADING AND CLEARING FUTURES CONTRACTS TO ACCOMMODATE A VARIABLE SENSITIVITY RELATED TO THE GENERAL LEVEL OF INTEREST RATES  
Group Art Unit : 2761  
Examiner :

RECEIVED

APR 27 2000

The Commissioner of Patents and Trademarks  
Washington, D.C. 20231

OFFICE OF PETITIONS  
DEPUTY A/C PATENTS

TRANSMITTAL LETTER

SIR:

Please enter the following enclosed documents in the above-identified patent application.

1. Request for Withdrawal as Attorney (37 CFR 10.40); and
2. Attached Exhibits referenced in the Request for Withdrawal as

Attorney (37 CFR 10.40)

The Commissioner is hereby authorized to charge any fees associated with the above-identified patent application or credit any overcharges to Deposit Account No. 50-0235.

Please direct all correspondence to the undersigned at the address given below.

Respectfully submitted,

Date: 18 April 2000

Peter K. Trzyna  
(Reg. No. 32,601)

P.O. Box 7131  
Chicago, IL 60680-7131

(312) 240-0824

PETER K. TRZYNA  
P.O. Box 7131  
Chicago, IL 60680-7131  
(312) 240-0824



On APR 25 2000 I hereby certify that this correspondence is being filed by deposit with the United States Postal Service as first class mail in an envelope with sufficient postage and addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231 on the date indicated below.

Signed:

Peter K. Trzyna (Reg. No. 324801)

Date: 18 April 2000

#4

PATENT

Paper No.

File No. DOYLE-P99-1

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Inventors : Mr. John C. Doyle  
Serial No. : 09/273,673  
Filed : March 22, 1999  
For : COMPUTER APPARATUS AND METHOD FOR TRADING AND CLEARING FUTURES CONTRACTS TO ACCOMMODATE A VARIABLE SENSITIVITY RELATED TO THE GENERAL LEVEL OF INTEREST RATES  
Group Art Unit : 2761  
Examiner :

*RECEIVED*

APR 27 2000

OFFICE OF PETITIONS  
DEPUTY A/C PATENTS

The Commissioner of Patents and Trademarks  
Washington, D.C. 20231

**REQUEST FOR WITHDRAWAL AS ATTORNEY (37 CFR 10.40)**

SIR:

I, Peter K. Trzyna, the patent attorney signing below, respectfully request permission to withdraw from all further representation and responsibility on behalf of John C. Doyle and Martin Doyle and Four Four Corporation in this case, in accordance with 37 CFR 1.36 et seq. and particularly 37 C.F.R. Sec. 10.40 (vi) and (iv), in view of the following:

1. John C. Doyle and Martin Doyle retained the undersigned in accordance with the terms of the enclosed engagement letter, which provides in paragraph 8 that I am authorized to withdraw from any proceeding of the U.S. Patent and Trademark Office for good cause, including nonpayment of fees.

2. John C. Doyle and Martin Doyle assigned rights in the above-referenced matter to their Four Four Corporation, which has not retained the undersigned per se, but the work was carried out for John C. Doyle and Martin Doyle. See PTO Assignment Records at Reel 010186, Frame 0187, John C. Doyle being the President of Four Four Corporation, as shown on the previously filed Verified Statement Claiming Small Entity Status.

PETER K. TRZYNIA  
P.O. Box 7131  
Chicago, IL 60680-7131  
(312) 240-0824

3. This agreed-upon good cause of fee nonpayment has occurred, as reflected in the enclosed portion of materials from a request for a fee arbitration proceeding filed with the Illinois State Bar Association.

4. There is no outstanding deadline in the present case and thus, there is no foreseeable prejudice that has not been communicated to the client; the client has been repeatedly advised to seek other counsel over a period of months, but the client has not done so; all papers and property in the case have previously been provided to the client; and no refund is due the client.

5. Exhibits hereto include Agreement to Submit Dispute to Binding Arbitration; Complainant's Statement of Facts; Letter of Engagement dated November 17, 1998; Routine Billing dated March 29, 1999; PTO Deposit Account Monthly Statements dated April 30, 1999 and May 28, 1999, and Routine Billing dated March 15, 2000.

A copy of the Petition and Exhibits is being provided to John C. Doyle and Martin Doyle as a courtesy.

Respectfully submitted,

Date: 18 April 2000



Peter K. Trzyna  
(Reg. No. 32,601)

P.O. Box 7131  
Chicago, IL 60680-7131  
(312) 240-0824



**VOLUNTARY FEE ARBITRATION COMMITTEE  
ILLINOIS STATE BAR ASSOCIATION  
ILLINOIS BAR CENTER  
SPRINGFIELD, ILLINOIS 62701**

**RECEIVED**

APR 27 2000

OFFICE OF PETITIONS  
DEPUTY A/C PATENTS

**IN THE MATTER OF:**

Peter K. Trzyna

**Complainant (Attorney)**

and

Martin Doyle and John C. Doyle

**Respondent (Client)**

**FEE ARBITRATION  
NO. \_\_\_\_\_**

**COMPLAINANT'S STATEMENT OF FACTS**

**Please print or type.**

1. Complainant's name Peer K. Trzyna

Address 195 N. Harbor Drive, #5403

City Chicago, Illinois Zip Code 60601

Telephone (312) 240-0824

2. Respondent's name Martin Doyle and John C. Doyle

Address 701 So. Carpenter # J 317 53rd Street

Chicago, IL 60607

Western Springs, IL 60558

Telephone (312) 829-1784 708 246-0605

**Complainant's (Attorney) Statement of Facts**  
**Page 2**

- 3. Nature of the matter on which you were consulted by the respondent:**

See Attached

- 4. What is the total amount billed in this matter? Please attach an itemized billing statement.**

See Attached

- 5. Did you discuss the matter of fees with the respondent?**

Yes  No  See Attached

- 6. Did you agree on a fee with the respondent? Yes**

No

- 7. See Attached  
What was the agreement?**

See Attached

- 8. Was there a written agreement? Yes**

No

If yes, please attach a copy.

See Attached

Date

21 March 2000

Complainant's Signature



**Complainant's (Attorney) Statement of Facts**  
**Page 3**

**See Attached**



# 9

**AGREEMENT TO SUBMIT DISPUTE TO BINDING ARBITRATION  
BY VOLUNTARY FEE ARBITRATION COMMITTEE, ILLINOIS STATE BAR ASSOCIATION**

IN THE MATTER OF NO. 00 -FA-

**PETER K. TRZYNA**

**POB 7131**

(address)

**CHICAGO IL 60680**

(city) (state) (zip)

**(312) 240-0824**

(area code/phone)

**Mr. Martin Doyle**

**Mr. John C. Doyle**

**701 So. Carpenter #1J**

**317 53rd Street**

(address)

**Chicago, IL 60607**

**Western Springs IL**

(city) (state)

(zip) 60558

**312 829-1784**

**708 246-0605**

(area code/phone)

**AGREEMENT TO ARBITRATION**

As a result of a dispute between the above stated parties involving legal fees and/or related matters they agree to submit to the Voluntary Fee Arbitration Committee for binding arbitration pursuant to Ch. 710 Act 5 §1 of the Illinois Compiled Statutes and the Rules of Arbitration. No fee shall be charged to either party for this arbitration service.

**THE LEGAL RIGHT TO BRING AN ACTION IN COURT IS WAIVED EXCEPT TO ENFORCE THE DECISION OF BY EXECUTING THIS AGREEMENT, BOTH PARTIES AGREE TO BE BOUND BY THE ARBITRATOR'S DECISION. THIS COMMITTEE. YOU HAVE THE RIGHT TO BE REPRESENTED BY AN ATTORNEY AND CONSULT WITH ONE CONCERNING THIS AGREEMENT BEFORE SIGNING.**

Please complete the enclosed statement of facts and attach it to this agreement together with any supporting documentation.

Dated: 21 March, 192000

Dated: \_\_\_\_\_, 19\_\_\_\_\_

**COMPLAINANT(S)**

Peter K. Trzyna

**RESPONDENT(S)**

Martin Doyle

John C. Doyle

**RECEIVED**

APR 27 2000

(For Committee use only.)

OFFICE OF PETITIONS  
DEPUTY A/C PATENTS

, FF

Date Assigned & Notified \_\_\_\_\_  
Notice to Compl. \_\_\_\_\_

Notice to Res. \_\_\_\_\_  
Date Decision Rendered \_\_\_\_\_  
Date Decisions mailed to Compl. &  
Res. \_\_\_\_\_



### Statement of Facts

1. John C. Doyle and Martin Doyle retained Peter K. Trzyna on November 17, 1998, pursuant to the signed Engagement Letter attached as Exhibit A.
2. Peter K. Trzyna was retained to provide legal advice regarding patent and other intellectual property matter issues in order to indirectly protect a financial innovation, as set out in Paragraph 1 of Exhibit A.
3. Peter K. Trzyna advised John C. Doyle and Martin Doyle about the subject matter of the representation in a letter of December 2, 1998, which includes a discussion of estimated potential fees and expenses for a patent application, as shown at page 2 of Exhibit B.
4. With authorization from John C. Doyle and Martin Doyle, Peter K. Trzyna drafted and a first patent application, as shown in Exhibit C.
5. A billing statement for the drafting and filing the patent application was issued by Peter K. Trzyna, the bill not including fees charged by the U.S. Patent And Trademark Office, as shown in Exhibit D.
6. Peter K. Trzyna paid the fees charged by the U.S. Patent And Trademark Office from a deposit account, as shown by Exhibit E.
7. John C. Doyle and Martin Doyle satisfactorily issued a payment corresponding to the first billing statement.
8. In response to authorization from John C. Doyle and Martin Doyle, Peter K. Trzyna drafted and filed a continuation-in-part patent application to more fully disclose the financial innovation, as shown in Exhibit F.
9. Peter K. Trzyna was also authorized to draft and file an application to obtain a federal service mark registration for a name intended to be used in association with the financial innovation, as shown in Exhibit G.
10. Peter K. Trzyna completed all the requested work and provided a billing statement dated August 23, 1999, for the same to John C. Doyle and Martin Doyle by facsimile, as shown in Exhibit H.
11. John C. Doyle and Martin Doyle paid \$3,500 on September 9, 1999, and orally disputed the remainder of the bill, the dispute being unresolved through amicable discussion, leaving an amount in dispute shown in Exhibit I, the amount reflecting payment of the U.S. Patent and Trademark fees by Peter k. Trzyna, as shown by the Exhibit E.
12. Paragraph 6 of the Engagement Letter reflects an agreement to submit such a disagreement to the Committee on Voluntary Fee Arbitration.
13. Paragraph 3 of the Engagement Letter reflects an agreement that the hourly billing rate for Peter K. Trzyna is \$400, consistent with the bills provided to John C. Doyle and Martin Doyle, and for reimbursement of expenses including U.S. Patent and

Trademark Office fees.

14. Paragraph 14 of the Engagement Letter reflects an agreement that "unless I" (Peter K. Trzyna) am notified in writing of any disagreement regarding a statement within 14 days of receiving such statement, the statement shall be deemed correct," and no written notice was provided by John C. Doyle and Martin Doyle, and accordingly no timely notice was provided by John C. Doyle and Martin Doyle.
15. Paragraph 3 of the Engagement Letter reflects an agreement that "any other fee arrangements, such as a... 'project completed' basis, shall be agreed upon in writing" and "estimates are by their nature inexact and cannot be binding on either of us unless the agreed estimate is written to be binding," and no such written fee arrangement or written binding estimate was provided.
16. Paragraph 3 of the Engagement Letter reflects an agreement that "This Letter of Engagement is the entire agreement as to its subject matter between the undersigned. Any change in the Letter of Engagement must be signed by the party to be charged" and no such change has been signed by Peter K. Trzyna.
17. The time and expenses involved in the outstanding amount is not known to be in dispute, but the total amount of the billing statement is believed to be in dispute.
18. The novelty and difficulty of the representation are exceptional, as can be appreciated from reading the patent applications—there is no other known patent attorney in the locality with expertise in protecting such financial innovations.
19. During 1998, Peter K. Trzyna had a backlog of work that is greater than 5 months and has referred numerous clients to other law firms, including one client to Patton Boggs in Washington DC, and some work for 4 other clients to Fish & Neave in New York, such that representation of John C. Doyle and Martin Doyle precluded work and income from other clients.
20. The fee charged for patent advice in the financial field is best reflected by the \$450 rate of Peter K. Trzyna, who is the only know attorney with this expertise in the locality, and the agreed fee of \$400 reflects his grace at billing at a rate below his usual fee, the fee being offered at a further reduction of 10% if the bill was promptly paid.
21. The amount involved for a patent application in this subject matter is not likely to be less by any comparable attorney, and is not likely to be less than the fee suggested in the letter to John C. Doyle and Martin Doyle of December 2, 1998 (Exhibit B), and indeed the amount of the bill by Peter K. Trzyna is less than the amount suggested in Exhibit B).
22. Drafting and filing the first patent application for John C. Doyle and Martin Doyle was carried out under circumstances of time pressure, but the second patent application and trademark registration application were not done under time pressure.
23. The nature of the representation is that John C. Doyle and Martin Doyle incurred time charges meeting with Peter K. Trzyna to learn how to do some of the work themselves, but then failed to do the work, leaving it to be done by Peter K. Trzyna, as reflected in the August 23, 1999, billing statement.

24. Peter K. Trzyna has over 15 years of experience, and his representation and ability is that he is a frequently quoted authority on the subject matter, as reflected by articles from the New York Times, Wall Street Journal, Financial Times, Associated Press, law review articles, a representative sampling of which are provided in Exhibit J

25. The fee was not fixed, except as a consequence of the time and the expense charges, nor was the fee a contingent fee.

26. There is no known pending action in court concerning this statement or the subject matter of the representation.

27. WHEREFOR, Peter K. Trzyna asks the Voluntary Committee on Fee Arbitration to award the fee as billed, and if the fee billed is deemed unreasonable or improper in any way, then award such other amount as is deemed reasonable.

# Peter K. Trzyna, Esq.

195 North Harbor Dr. # 4503  
Chicago, Illinois 60601-7540

Post Office Box 7131  
Chicago, Illinois 60680-7131

Telephone: (312) 240-0824  
Facsimile: (312) 240-0825  
E-mail: pktraw@msn.com



November 17, 1998

## Advanced via Facsimile

Mr. John C. Doyle  
317 53<sup>rd</sup> Street  
Western Springs, IL 60558

Mr. Martin Doyle  
701 So. Carpenter #J  
Chicago, IL 60607

## Re: Letter of Engagement

Dear John and Martin:

Thank you for asking me to continue to represent both of you in certain legal matters, and I look forward to an enduring and satisfying relationship over the course of the representation.

While documenting the terms and conditions of the engagement may seem unduly commercial, my hope is that it will actually help develop and maintain a good relationship by reducing the chance of a misunderstanding. Therefore, this Letter of Engagement documents our mutual agreement concerning the fees, costs, and mutual responsibilities of the representation.

### 1. Services To Be Provided

My services will be provided to both of you collectively (hereinafter, the "Client" or "you") and will include representation and advice with respect to legal matters, particularly matters involving patent and other intellectual property matter issues to indirectly protect a financial innovation. I warrant that I am a member of the Illinois, New York, Washington DC, and Patent bars; that I have not been charged with any crime or been the subject of any ethics proceeding; that I have engaged in no activity that would reflect badly on the Client's reputation; and that if such were to change, I would immediately provide notice thereof. In every respect, I will be truthful with the Client, cooperate in this representation, and strictly abide by all codes of ethics that may apply.

### 2. Costs and Disbursements

There will be no reimbursement of costs or disbursements incurred for long distance telephone calls, courier and messenger services, internal secretarial or word processing services, internal reproduction, computer research, or facsimiles, unless a particular amount is so extraordinary that it is relatively significant for such a cost or disbursement. Reimbursement of actual costs or disbursements will be provided for filing fees such as those for the U.S. Patent and Trademark

Mr. John C. Doyle  
Mr. Martin Doyle  
November 17, 1998  
Page 2

Office or a court, travel expenses (including transportation, meals, lodging and all other costs of any necessary out-of-town travel, unless otherwise agreed), and fees paid to consultants or experts (e.g., a foreign counsel, witness, draftsman, court reporter or deposition reporter, patent searcher, etc.) and the like. From time to time I may have an advance payment made for an unusually expensive item, and I may have a payment made directly to the supplier of goods or services used to carry out the representation. I may change this policy for reimbursement of actual costs and disbursements by providing advance notice in writing.

### 3. Fees To Be Paid For Services Provided

Under the usual representation, as compensation for the services provided, payment shall be a reasonable fee, which will be determined by multiplying the number of hours spent working on the representation by my regular and customary billing rate of \$400 per hour for non-litigation matters, and \$500 per hour for litigation matters, including expert testimony. The time is charged in increments of 1/10 of an hour (i.e., 6-minute units). I will charge for waiting time in court or the U.S. Patent and Trademark Office and elsewhere and for travel time. I may change my hourly rate by providing advance notice in writing. I may change my hourly rate by providing advance notice in writing.

Any other fee arrangements, such as a partial contingency fee or a "project completed" basis, shall be agreed upon in writing.

For your convenience, I may from time to time furnish estimates of the amount of fees and/or reimbursable costs anticipated with respect to services to be provided; but such estimates are by their nature inexact and cannot be binding on either of us unless the agreed estimate is written to be binding.

### 4. Manner of Billing and Payment

Statements shall be provided at such intervals as I deem appropriate (usually monthly, if the fees or reimbursable costs are significant). In any case, each of the matters that I handle in the representation will be assigned a distinct matter number, and all fees and costs for reimbursement with respect to these matters will be separately indicated on the statements.

If any retainer is provided prior to commencement of the services or incurring of reimbursable costs, the retainer will be deemed mine outright with a credit being applied against future fees and costs, until the credit is exhausted in the normal course of the representation, as described above. If my services are terminated (see below), I will send a final statement and refund any remainder.

Each statement shall be payable and due upon receipt, and unless I am notified in writing of any disagreement regarding the statement within 14 days of receiving such statement, the statement shall be deemed acceptable. Initially, for statements paid during the month of issuance, 10% can be deducted from my time charges, but this is subject to change.

### 5. Responsibility of Client

It will be the Client's responsibility to be truthful with me, to cooperate fully in the representation by, among other things, providing relevant information and making relevant people available for consultation, interviews and the like, to keep me informed of developments, to keep me advised of

Mr. John C. Doyle

Mr. Martin Doyle

November 17, 1998

Page 3

the Client's address and telephone number. The Client warrants that the Client (or its officers and board members) have not been convicted of any crime and have engaged in no activity that would reflect badly on my reputation, and that if such were to change, that I would immediately be notified.

6. Arbitration of Disputes

If a disagreement concerning a fee or cost occurs, we agree to first attempt to resolve such a disagreement through amicable discussion. If the disagreement cannot be resolved in this manner, it is agreed that the disagreement will be resolved through binding arbitration rather than by legal action and the courts. To that end, we agree to submit any dispute under this Letter of Engagement or the representation to the Committee on Voluntary Fee Arbitration of the Illinois State Bar Association. We also agree that it is reasonable for the prevailing party in such arbitration or any related court proceeding to be awarded its reasonable costs and attorneys' fees incurred in connection with the dispute. Any arbitration award will be binding and enforceable first by a suitable Illinois State Court in Chicago, Illinois, and failing that, the United States District Court located there.

7. Custody of Documents, Money, etc.

Unless special arrangements are made, I will not accept custody of marketable documents, securities, money (all forms of currency) or other tradable assets from the Client or on behalf of the Client.

8. Termination of Services

The Client, of course, has the right at any time to terminate my representation upon written notice to me, and immediately after receiving such notice, I shall cease to render additional services. If the Client exercises such a right, I shall cooperate with the Client in facilitating the orderly transfer of its files and records to the Client or to its new attorneys, as the Client may direct. Such termination shall not relieve the Client of the obligation to pay the fees due for services rendered and the reimbursable costs incurred prior to or resulting from such termination.

Upon termination of my representation, it is agreed that I am authorized to withdraw from any proceeding in Court or the U.S. Patent and Trademark Office in which I am counsel of record. Otherwise, I am authorized to withdraw with your consent or for good cause. Good cause includes (a) the Client's breach of this Letter of Engagement, (b) the Client's refusal to follow my advice on a material matter, (c) the Client's failure to meet its obligations hereunder (including failure to pay our fees on time) and its continual failure to do so for ten (10) or more days after written notice thereof from me, and (d) any fact or circumstance that would render my continuing representation unlawful or unethical, or would reflect badly on my reputation, as set out above.

If I exercise my right to withdraw, I shall represent the Client no further, and all unpaid charges will immediately become due and payable. The Client agrees to cooperate in freeing me of any obligation to perform further, including the execution and delivery of a substitution of attorneys in any court or administrative proceeding. This right is in addition to those created by statute or recognized by the Rules of Professional Conduct which govern patent attorneys.

9. Attorney's Lien

Mr. John C. Doyle  
Mr. Martin Doyle  
November 17, 1998  
Page 4

To secure payment of all sums due under this Letter of Engagement for services rendered or costs advanced, the Client hereby grants an Attorney's lien on the subject matter of the representation to the extent permitted by Illinois law 770 ILCS 5/1 including claims, causes of action, applications, or lawsuits, and any sum recovered by way of settlement or judgment that may be recovered thereon.

10. Maintenance of Files

While I am representing the Client, I shall retain possession of files regarding the matters, unless specifically instructed otherwise. The Client nonetheless has the right to control the files and, upon termination of the representation, may request that the files be returned or delivered to other counsel.

11. Disclaimer of Guarantee

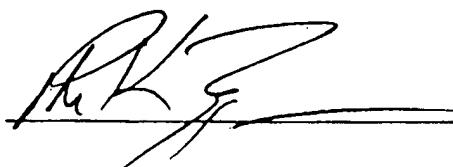
Nothing in this Letter of Engagement and nothing in my statements or representation shall be construed as a promise or guarantee about the outcome of a matter. I make no such promises or guarantees. My comments about the outcome of a matter are expressions of opinion only.

12. Agreement As To Terms

This Letter of Engagement is the entire agreement as to its subject matter between the undersigned. Any change in the Letter of Engagement must be signed by the party to be charged. A failure to exercise any right hereunder shall not be construed as a waiver or a novation. If any portion of this Letter of Engagement is determined to be illegal, invalid, or unenforceable under any present or future law by a final judgment of any court of competent jurisdiction, the remainder of the Letter of Engagement shall not be influenced thereby. It is agreed that if any portion of this Letter of Engagement is determined to be illegal, invalid, or unenforceable, that such portion be replaced by terms as similar to such portion as is possible to be legal, valid, and enforceable.

Throughout our relationship I would like you to be satisfied with the professional services that I provide and the fees (including reimbursable costs) relating to the services provided; accordingly, I invite any and all questions and concerns concerning either. You should also feel free to consult separate counsel regarding all aspects of this Letter of Engagement. If you find the foregoing to be acceptable, please sign where indicated below and return it to me to document our agreement. For your convenience and records, I have enclosed an original duplicate of this Letter of Engagement with my signature.

Peter K. Trzyna



Mr. John C. Doyle  
Mr. Martin Doyle  
November 17, 1998  
Page 5

Client: Martin Doyle  
Address: 701 S. Carpenter, #7  
Address: Chicago, IL 60607  
Date: November 22, 1998

Client: Jed Doyle  
Address: 317 53rd  
Address: WESTERN SPRINGS IL 60558  
Date: 11/24/98

# Peter K. Trzyna, Esq.

195 North Harbor Dr. # 4803  
Chicago, Illinois 60601-7540

Post Office Box 7131  
Chicago, Illinois 60680-7131

Telephone: (312) 240-0824  
Facsimile: (312) 240-0825  
E-mail: [pktlaw@msn.com](mailto:pktlaw@msn.com)



March 29, 1999

Mr. John C. Doyle  
317 53<sup>rd</sup> Street  
Western Springs, IL 60558

Mr. Martin Doyle  
701 So. Carpenter #J  
Chicago, IL 60607

**Re: Routine Billing**

Dear Shawn and Marty:

I have reduced the charge for my time by 10% provided the bill is paid by April 15, 1999.

**Services**

(Initial Client Meeting N.C.)

November 27 Call w/ client; fax to client. (.1 hr.)

December 2 Letter to client on how to draft a patent application disclosure and related materials. (.1 hr.)

December 14 Call w/ client. (.1 hr.)

December 21 Call w/ client. (.1 hr.)

December 29 Meet w/ client; initial draft claims. (2. hr.)

January 4 Call w/ client—hiring a programmer is unnecessary. (.1 hr.)

January 9 Meet w/ client; revise draft claims. (1.5 hr.)

January 18 Call w/ client; E-mail claims to client. (.1 hr.)

January 25 Call w/ client re claims. (.1 hr.)

January 26 Call w/ client re claims. (.2 hr.)

Mr. John C. Doyle

Mr. Martin Doyle

March 29, 1999

Page 2

February 17 Work w/ client re claims. (.2 hr.)

February 18 Work w/ patent applic. (1.5 hr.)

February 24 Call w/ client. (.1 hr.)

March 1 Call w/ client re Australia and favorable jurisdiction for incorporation. (.1 hr.)

March 2 Call w/ client. (.1 hr.)

March 18 Work on patent application. (4.1 hr.)

March 19 Work on patent application; calls w/ client; draft and letter to client. (5.1 hr.)

March 22 Work on patent application; calls w/ client; draft transmittal letter; attend to filing. (4.7 hr.)

March 23 Call w/ client to confirm filing and discussing future steps to take; assignee. (.1 hr.)

March 26 Letter to client confirming the filing; draft Declaration and Power of Attorney, Assignment, Verified Statement Claiming Small Entity Status; Assignment Cover Sheet. (1.6 hr.)

Subtotal Services: 21.9 hours.

Totals

Time	21.9 hours x \$400	=	\$8,760.00
------	--------------------	---	------------

Prompt Payment Discount: *Subtract 10% from time charges for payment received by April. 15, 1999: \$7,884.00*

Please feel welcome to call if you have any questions regarding the bill.

Very truly yours,



Peter K. Trzyna

# MONTHLY STATEMENT OF DEPOSIT ACCOUNT



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Address: COMMISSIONER OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

To replenish your Deposit Account, detach and return top portion with your check. Make check payable to Commissioner of Patents & Trademarks

PETER K TRZYNA

P O BOX 7131

CHICAGO IL 60680-7131



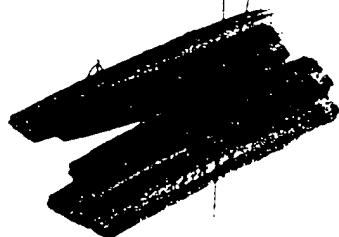
FINA

Account No.	500235
Date	5-28-99
Page	1

PLEASE SEND REMITTANCES TO:  
Patent and Trademark Office  
P.O. Box 70541  
Chicago, Ill. 60673

RE POSTED	CONTROL NO.	DESCRIPTION (Serial, Patent, TM, Order)	DOCKET NO.	FEE CODE	CHARGES/ CREDITS	BALANCE
DAY	YR.					
19	99	272	09273673	ASS. DOYLE	581	40.00

[REDACTED]



# MONTHLY STATEMENT OF DEPOSIT ACCOUNT



UNITED STATES **PARTMENT OF COMMERCE**  
Patent and Trademark Office

Address: COMMISSIONER OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

To replenish your Deposit Account, detach and return top portion with your check. Make check payable to Commissioner of Patents & Trademarks.

PETER K TRZYNA

P O BOX 7131

CHICAGO IL 60680-7131



FINA

Account No.	500235
Date	4-30-99
Page	1

PLEASE SEND REMITTANCES TO:  
Patent and Trademark Office  
P.O. Box 70541  
Chicago, Ill. 60673

DATE POSTED D. DAY YR.	CONTROL NO.	DESCRIPTION (Serial, Patent, TM, Order)	DOCKET NO.	FEES CODE	CHARGES/ CREDITS	BALANCE
4 29 99	137	09273673		201	380.00	1215.00

4 29 99	137	09273673		201	380.00	1215.00
4 29 99	138	09273673		203	18.00	1197.00
4 29 99	139	09273673		204	130.00	1067.00
4 29 99	140	09273673		205	65.00	1002.00

AMOUNT SUFFICIENT TO  
COVER ALL SERVICES REQUESTED  
ALWAYS BE ON DEPOSIT.

OPENING BALANCE	TOTAL CHARGES	TOTAL CREDITS	CLOSING BALANCE
55.00	1653.00	2500.00	902.00

# Peter K. Trzyyna, Esq.

195 North Harbor Dr. # 5403  
Chicago, Illinois 60601-7540

Post Office Box 7131  
Chicago, Illinois 60680-7131

Telephone: (312) 240-0824  
Facsimile: (312) 240-0825  
E-mail: pktraw@email.msn.com



March 15, 2000

Mr. John C. Doyle  
317 53<sup>rd</sup> Street  
Western Springs, IL 60558

Mr. Martin Doyle  
701 So. Carpenter #J  
Chicago, IL 60607

Re: Routine Billing

Dear Shawn and Marty:

The following is a bill showing previously billed time and expenses, your last payment, and previously unbilled expenses paid to the U.S. Patent and Trademark Office. The previously unbilled amount of PTO fees reflect a correction to the prior bill as follows.

PTO Fees in March Patent Applic.	\$633
PTO Fees in August Patent Applic.	<u>\$577</u>
Total Additional PTO Fees Paid	\$1,210

Unbilled fees due \$1,165. - \$1,210 (previously billed) = \$155.

August 1999 Bill	\$12,483
Additional PTO Fees Paid	155
Payment Received	<u>3,500</u>
Balance Due:	\$9,138.

Very truly yours,

A handwritten signature in black ink, appearing to read "Peter K. Trzyyna".